

AGREEMENT

BETWEEN

TOWN OF ASHBURNHAM

AND THE

**ASHBURNHAM
FIRE AND POLICE SIGNAL
ALARM OPERATORS,
TEAMSTERS UNION LOCAL #170**

JULY 1, 2018 TO JUNE 30, 2021

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AGREEMENT

Agreement entered into this day by and between the Town of Ashburnham, Massachusetts, hereinafter referred to as the "Town" and the Ashburnham Fire & Police Signal Alarm Operators, hereinafter referred to as the "Union."

ARTICLE 1 – RECOGNITION AND SCOPE

- A. Recognition: The Town hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to wages, hours and any other terms or conditions of employment for all full-time and regular part-time Fire & Police Signal Alarm Operators employed by the Town but excluding all managerial, confidential and casual employees and all other employees.
- B. Scope: This Agreement includes all of the agreements reached by the parties respecting all matters pertaining to wages, hours and other conditions of employment of full-time Fire & Police Signal Alarm Operators covered by this contract. However, any matter not mentioned in this contract or any matter not mentioned in this contract for which specific directions are not set forth herein or which is not specifically delegated to the full-time Fire & Police Alarm Signal Operators or to the arbitrator, shall be reserved for decision by the Town in its sole discretion.
- C. Definitions:
 - 1. Full-time Fire & Police Alarm Signal Operators: For the purpose of this Agreement, a full-time Fire & Police Alarm Signal Operators shall be defined as an employee who is hired to work either five (5) consecutive 8-hour work days with two (2) consecutive days off or four (4) consecutive 8 – hour work days with two (2) consecutive days off.
 - 2. Regular Part-Time Fire & Police Alarm Signal Operators: For the purpose of this Agreement, a part-time Fire & Police Alarm Signal Operators shall be defined as an employee who is regularly scheduled to work anything less than a full-time employee.

- D. If any section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 Unless an express, specific provision of this Agreement clearly provides otherwise, the Town and such other officials as may be authorized to act on its behalf, retain all rights and prerogatives to manage and control the function in which bargaining unit personnel are employed.

2.2 By the way of example, but not limitation, management retains the following rights: to determine the mission, budget and policy of the Department and the Town; to determine the organization of the Department, and the number types or grades of employees assigned to a shift, building, work project or task; to determine whether non-dispatching work will be performed by bargaining unit personnel or outside contractors, regardless of whether such work was formerly performed by such personnel; to determine the policies and practices and make all determinations involving or affecting the hiring, promotion, assignment, direction and transfer of personnel; to determine the equipment to be used, and clothing to be worn in the performance of duty; to establish qualifications for ability to perform work in jobs, ranks, classes or ratings, including physical, intellectual and mental health qualifications; to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to take actions necessary to carry out its responsibilities in situations of emergency; to enforce existing rules, regulations and policies and to add to or modify regulations as management deems appropriate; to discharge suspend, demote or take other disciplinary action against employees; and to require the cooperation of all employees in disciplinary investigations, e.g. providing statement or answering questions about job performance or conduct.

2.3 The failure to exercise any management right shall not be deemed a waiver. Except as expressly provided by a specific provision of the Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to the grievance provisions of the Agreement.

ARTICLE 3- EMPLOYEE RIGHT AND REPRESENTATION

Bargaining unit employees have and shall be protected in exercise of, the right, without fear or penalty of reprisal, to join and assist the Union. The Town agrees that it will not aid, promote or finance any labor group or organization, which violates the rights of the Union.

ARTICLE 4 – INSURANCE

Employees covered by this agreement shall be eligible to participate in a Town-sponsored health insurance plan. The Town shall contribute seventy-five percent (75%) and the employee twenty-five percent (25%) of the total premium cost for the plan for all bargaining unit members employed by the Town prior to July 1, 2018. The Town shall contribute sixty-five (65%) and the employee thirty-five percent (35%) of the total premium cost for the plan for all bargaining employees employed by the Town as of July 1, 2018 and beyond.

ARTICLE 5 – UNIFORM ALLOWANCE

5.1 The Town of Ashburnham agrees to pay an allowance to each full-time dispatcher, said set amount to be distributed by check in two equal installments, payable the first pay period following July 1 & January 1 each year. Clothing allowance payment shall be issued in a separate check from that of regular payroll. Part-Time dispatchers will receive reimbursement for their expenditures as approved by the Chief. The schedule is as follows:

FY19 - \$500.00 F.T./\$200.00 P.T.
FY20 - \$550.00 F.T./\$200.00 P.T.
FY20 - \$600.00 F.T./\$225.00 P.T.

5.2 Approved clothing will be determined by the Chief with the input of the dispatchers.

5.3 Full-time dispatchers shall retain invoices/sales slips for clothing purchased from their allowance and shall provide such invoices to the Chief upon his/her request.

5.4 Any clothing damaged while in the performance of the dispatcher's duty will be replaced by the Town at no cost to the dispatcher; provided that the clothing is

neither intentionally damaged by the dispatcher nor the result of the dispatcher's negligence."

ARTICLE 6 – WAGES

Dispatch Training Rate	07/01/18	07/01/19	7/01/20
	2%	2%	2%
Hourly Rate	\$13.73	\$14.14	\$14.57

Dispatcher: Starting Pay	07/01/18	07/01/19	7/01/20
Head Dispatcher	\$20.51	\$21.12	\$21.76
Full-Time Dispatcher	\$16.82	\$17.32	\$17.84
Part-Time Dispatcher	\$15.88	\$16.36	\$16.85

Dispatcher: After 1 Year of Service	07/01/18	07/01/19	7/01/20
Head Dispatcher	\$21.79	\$22.44	\$22.66
Full-Time Dispatcher	\$18.25	\$18.80	\$19.36
Part-Time Dispatcher	\$16.43	\$16.92	\$17.43

Dispatcher: After 3 Years of Service	07/01/18	07/01/19	7/01/20
Head Dispatcher	\$22.27	\$22.93	\$23.61
Full-Time Dispatcher	\$19.55	\$20.15	\$20.75
Part-Time Dispatcher	\$16.95	\$17.46	\$17.98

Dispatcher: After 5 Years of Service	07/01/18	07/01/19	7/01/20
Head Dispatcher	\$23.67	\$24.38	\$25.11
Full-Time Dispatcher	\$20.51	\$21.12	\$21.76
Part-Time Dispatcher	\$17.67	\$18.20	\$18.75

Dispatcher: After 7 Years of Service	07/01/18	07/01/19	7/01/20
Head Dispatcher	\$24.38	\$25.11	\$25.87
Full-Time Dispatcher	\$21.14	\$21.78	\$22.43
Part-Time Dispatcher	\$18.20	\$18.75	\$19.31

Dispatcher: After 10 Years of Service	07/01/18	07/01/19	7/01/20
Head Dispatcher	\$25.10	\$25.86	\$26.63
Full-Time Dispatcher	\$21.78	\$22.43	\$23.10
Part-Time Dispatcher	\$18.73	\$19.29	\$19.87

A. The Town agrees to pay the following shift differential:

FY19

1500 – 2300 shift \$1.75 per hour

2300 – 0700 shift \$1.75 per hour

FY20

1500 – 2300 shift \$2.00 per hour

2300 – 0700 shift \$2.00 per hour

FY21

1500 – 2300 shift \$2.25 per hour

2300 – 0700 shift \$2.25 per hour

Only dispatchers physically working the shift will be eligible for the differential.

B. In recognition of their value to the Town, dispatchers who have completed defined terms of full-time service with the Town shall receive an annual, lump-sum longevity payment on or about their employment anniversary date in accordance with the following schedule:

Completion of 5 yrs. service: \$250

Completion of 10 yrs. service: \$500

Completion of 15 yrs. service: \$750

Completion of 20 yrs. service: \$1,000

- If the Town increases the longevity for non-union employees in the Town By-Law, the above rate will increase to that same rate.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1

A. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of the Agreement. Such a

dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth.

- B. Letters issued by the Town, other than Written Reprimands are not grievable. However, an employee may make a written rebuttal to any such letter within fourteen (14) days of issuance, and the rebuttal will be maintained with the letter in the employee's personnel file.
- C. All grievances shall specify:
 - a. the particular contract article and section alleged to have been violated;
 - b. the facts supporting each alleged violation in reasonable detail;
 - c. the date each act or omission violating the Agreement is alleged to have occurred; and
 - d. the remedy sought for each alleged contract violation. Failure to provide sufficient information as required above shall constitute a forfeiture of the grievance.

INFORMAL PROCEEDINGS – The grievance shall first be reported verbally by the employee to his immediate supervisor and the chief and an earnest attempt shall be made to adjust the grievance within five (5) working days. If a verbal denial is made to the grievance, a formal procedure may be followed and must be submitted within five working days of the verbal denial.

STEP 1:

The employee shall within five (5) working days after the event giving rise to the grievance set the grievance forth in writing, signed by the employee and shall give it to the Police Chief, who shall within ten (10) working days after the receipt thereof give a written answer to the grievance.

STEP 2:

If the grievance is not settled at Step 1, the Union may appeal it by giving a written notice of such appeal within ten (10) working days after receipt of the immediate superior's written answer (or the date the answer was due), to the Town Administrator, who shall discuss it with the Union representative within ten (10) days of the Town Administrator's receipt of the appeal.

The Town Administrator or his/her designated representative shall give his/her written answer to the grievance within ten (10) working days after the close of the discussion, or if no discussion occurs, within twenty (20) days of the appeal.

SECTION 2

The parties agree to follow each of the foregoing steps in the processing of the grievance. If at any step the town fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Union may appeal the grievance to the next step at the expiration of such time limit. Failure of the Union at any step to process according to the time limits set forth herein shall mean that the Union has waived the grievance and the right to proceed further.

SECTION 3

The settlement or remedy of a grievance, including any monetary or back pay remedy, in any case, shall not be made retroactive for any period prior to five (5) days before the grievance was first presented in writing.

SECTION 4

- A. If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application or claimed violation of any provision of this Agreement, then either party may file a written demand for arbitration with the American Arbitration Association. Said demand shall be filed with the American Arbitration Association within thirty (30) days of the Town's answer in Step 2, or the Union's answer to the Town's claim of a violation of the Agreement.
- B. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify change or alter any of the provisions of this Agreement. The award shall be final and binding on the Town, the Union and the grievant.
- C. Each party shall bear the full cost for its representation in the arbitration and the remaining costs will be shared equally between the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party at cost and to the arbitrator.

- D. Any decision which requires the payment of monies which are not available without proper budgetary action shall not be acted upon until the necessary budgetary action is taken.
- E. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations or interpretive judicial decisions pursuant to such statutes.
- F. The arbitrator's decision shall be final and binding and may be reviewed under G.L. c150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provisions of the law. The dispute, as set forth in the grievance, shall limit the subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing.
- G. The Arbitrator shall decide any disciplinary cases based upon the preponderance of the evidence standard of proof.

ARTICLE 8 – WORK SCHEDULE

- A. Subject to the provisions below, the workweek for Fire & Police Alarm Signal Operators shall normally consist of four (4) consecutive workdays with two (2) consecutive days off. Each workday shall consist of eight (8) hours. Fire & Police Alarm Signal Operators working a four and two schedule shall be compensated in the form of a weekly salary based on the average workweek of thirty-seven and one-third (37.33) multiplied by their regular hourly rate (due to the fact that Fire & Police Alarm Signal Operators on a 4-2 schedule work both 32 and 40 hour weeks). Fire & Police Alarm Signal Operators shall be scheduled by the Chief to work 0800-1600, 1600 - 2400 and/or 2400-0800, including combinations of these or comparable shifts.
- B. An employee assigned by the Chief to work five (5) consecutive 8-hour workdays with two (2) consecutive days off will work Monday through Friday, and shall have his/her total annual compensation increased by an amount equivalent to seventeen (17) days at eight (8) hours per day at the pay rate of the assigned employee.

- C. A part-time Fire & Police Alarm Signal Operator may have a fixed schedule and also work on an as-needed basis. Part-time Fire & Police Alarm Signal Operators shall be assigned to a maximum of two (2) regular eight (8) hour shifts during a workweek.
- D. All open, non-scheduled shifts during the year shall be offered to full-time Fire & Police Alarm Signal Operators for completion and then to part-time Fire & Police Alarm Signal Operators if not filled by the full-time personnel. An open shift shall be defined as shifts that become vacant due to sick leave, vacation leave, personal leave and holidays.
- E. In the event that a Dispatcher assigned to a shift is unable to fill that shift, for reasons of illness, injured-on-duty or on own time, or military leave, and time off is taken in excess of eight (8) consecutive working days, the Town may fill the vacant shifts with part-time dispatcher, currently on the department's roster, after (8) consecutive shifts have been offered to full time Dispatchers. If the absence exceeds six (6) consecutive months, then the Town and the Union must reach an agreement on whether or not to continue this practice beyond that time.
- F. All shifts shall be put up for bid reference requests according to seniority with the senior most employee bidding first, then the second most senior employee and so on until all shifts are filled. The purpose of the bid procedure is to let the Police Chief know of an employee's preference when the Police Chief makes the assignments, so that this can be taken into account. Bidding shall take place on or about June first of each year. The assignment shall take effect on or about July first of that year. Assignments to shifts are a managerial prerogative. If a majority vote of the full-time Fire & Police Alarm Signal Operator staff agrees to re-open the bidding process prior to June first, then the above process will commence with an effective date not less than thirty (30) days from the vote to re-open the bid process. In the event of an emergency, the Police Chief retains the right to temporarily re-assign the shift schedules. An emergency includes, but is not limited to, retraining or suspension of an employee, absence of an employee due to personal emergency, town emergency. Temporary in this section shall be defined as a period no longer than thirty (30) days.

- G. In the event of a new shift or a vacant shift, all shifts will be posted for the bid procedure. Assignments shall be completed at the discretion of the Police Chief.
- H. The Police Chief shall meet as needed with the Fire & Police Alarm Signal Operator union to review their assignments. The Police Chief retains the discretion to make shift assignments in the best interest of the Department.
- I. Notwithstanding any provision of this Agreement to the contrary, the Chief retains the discretion to change schedules and assignments based upon the operating needs of the Town as determined by the Chief.

ARTICLE 9 – OVERTIME PAY

9.1 All full-time Fire & Police Alarm Signal Operators covered by this Agreement shall be paid at the rate of one and one-half (1 ½) times their hourly rate of pay for work in excess of their normal workday. Vacation and personal time, taken with proper notice and approval, shall be counted as time worked for overtime purposes.

9.2 Any permanent full-time Fire & Police Alarm Signal Operator required to work on a shift other than his/her regularly scheduled shift will be guaranteed a minimum of four (4) hours pay with the exception to department meeting where dispatchers will be guaranteed a minimum of two (2) hours pay.

9.3 The minimum overtime guarantee shall not apply to Fire & Police Alarm Signal Operators held over after a shift or called to come in early to a scheduled shift.

ARTICLE 10 – VACATIONS

- A. All full-time employees shall be eligible for vacation as provided by the following schedule:

Completion of 1 year to completion of 5 years..... (15 days/yr.)
Completion of 5 years to completion of 10 years..... (21 days/yr.)
Completion of 10 years to completion of 20 years (24 days/yr.)
Completion of 20 Years (28 days/yr.)

- B. Eligible full-time employees must take vacation in one (1) week blocks, except with the permission of the Chief. If approved on a case by case basis by the Chief, employees may take a minimum of five (5) vacation days as individual days, provided at least seven (7) days notice is given, and it does not cause staffing problems for the Department as determined by the Chief or his/her designee.
- C. With the approval of the Chief, eligible full-time employees may carry up to five (5) vacation days beyond their anniversary date each year. These days must be used within the next twelve (12) months, except in an emergency. Employees shall put their request to carry over vacation days in writing to the Chief no later than sixty (60) days prior to their anniversary date.
- D. Vacation leave shall not accrue during any leave in excess of thirty (30) days, with or without pay.
- E. Upon separation from employment, any full-time employee shall be paid for accrued unused vacation.
- F. Vacation shall be scheduled by the Chief in accordance with the needs of the Town.
- G. Full-time employees who give one (1) year notice of retirement shall be eligible to be paid the buyback amount upon retirement. If the employee gives less notice, then the Town Administrator shall have the sole discretion to determine whether the buyback will be paid in the fiscal year in which the employee retires, or in the next fiscal year.

ARTICLE 11 – HOLIDAYS

11.1 All full-time Fire & Police Alarm Signal Operators shall be paid for each of the following days:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	(2) Floating Holidays

11.2 If any of the above days fall on a Saturday, the preceding Friday shall be considered the holiday and if any of the above days fall on a Sunday, the following Monday shall be considered the holiday. The Floating Holidays shall be scheduled by the Chief on an individual basis in the same manner as a single vacation day. A floating holiday is to be granted within the calendar year (January 1 – December 31).

11.3 Any full-time Fire & Police Alarm Signal Operator required to work on any of the above specified days shall be paid eight (8) hours for the Holiday plus time and one-half (1½) for all hours worked.

11.4 The above holidays will be paid provided, that unless otherwise excused by the Chief or Lieutenant, the employee has worked their last scheduled shift before and their next scheduled shift after such a holiday.

ARTICLE 12 – SICK LEAVE

12.1 Full-Time Fire & Police Alarm Signal Operators shall accrue sick leave at the rate of one (1.25) day per month (15 Days Per Year) and may accrue an unlimited amount of sick leave strictly for purposes of using such accrued leave for sickness only.

12.2 Notification of illness shall be made to the Chief of Police or his/her designee, if possible, prior to starting time or as soon as practical thereafter. The Chief of Police may require a physician's certificate of illness, or otherwise verify the employee's reason for sick leave, after an absence of three (3) or more consecutive days or after an absence of one (1) or more day(s) if the Chief of Police suspects a pattern or an abuse of sick leave by the employee.

12.3 If the Town has reason to suspect sick leave abuse, it may require the employee to be examined by a physician of the Town's choosing at the Town expense. In such case, the employee shall be required to release all medical records that the Town's physician deems necessary in advance of the examination.

12.5 Sick leave shall not accrue during any period of leave for any purpose in excess of thirty (30) days.

- A. Upon death or retirement, an employee (or the employee's estate) shall be entitled to a bonus equal to exchange of 120 days of accrued sick leave at a buy-back rate of 50%, for a maximum of sixty (60) days pay. Employees who give one (1) year notice of retirement shall be eligible to be paid the buyback amount upon retirement. If the employee gives less notice, then the Town Administrator shall have the sole discretion to determine whether the buyback will be paid in the fiscal year in which the employee retires, or in the next fiscal year.
- B. There shall be no buy-back of sick leave for new hires after July 1, 2006.
- C. A "Sick Bank" shall be defined as a written account of accrued sick time donated by each union member for the purpose of establishing and maintaining a "Bank" where sick time can be withdrawn by a specific union member in the event of an extreme illness/injury and/or recovery. The requesting member must have previously donated to the bank as required, unless it is capped at the time of their appointment. The dispersal of time from this bank shall be restricted and controlled. The administration, accumulation, and withdrawal from this bank shall be defined below:
 - **Dispersal:** In order for time to be withdrawn from the bank, the following criteria must be met:
 - Request must involve extreme illness/injury and/or recovery of member.
 - All other time accrued by member must be exhausted.
 - No member can have a previous history of abuse of sick time.
 - Unanimous vote of approval is required from the administrative board to disburse time to a member.

- In the event of a 2/3 majority vote, decision can be appealed to the Board of Selectmen. The Selectmen's decision is final and not eligible for the grievance procedure.
- Each member may withdraw up to a maximum of twenty five (25) days per incident.
 - An extension up to a maximum of fifteen (15) days may be approved by a unanimous decision by the administrative board.
 - Decision on extension cannot be appealed.
- **Accumulation:**
 - Each member must participate and donate a minimum of sixteen (16) hours (2 days) to be eligible for withdrawal.
 - Minimum donation will be credited to bank yearly on July 1.
 - The bank shall "cap" at One Hundred Fifty Days (150).
 - All donating members will be exempt from further donation upon bank reaching cap.
 - Members who previously donated or those members hired while the bank is capped will be considered eligible for withdrawal.
 - Donations will continue once the sick bank falls below 125 days.
 - New employed member are not eligible for sick bank withdrawal until they are off probation. The administrative board may consider a request by a probation employee to withdraw from the sick bank on a case by case situation.
- **Administration:**
 - There shall be a permanent board formed with three (3) members to evaluate and control the dispersal of time for each request. The members of this board shall consist of:
 - Chief of Police
 - Two (2) Union Members

Records of the sick bank balance shall be kept at Town Hall and in the Police Department for inspection at any time.

ARTICLE 13 – COURT TIME

- A. Any full-time Fire & Police Alarm Signal Operator who is required to appear in court on behalf of the Town in a criminal or civil case at any time other than his/her regularly scheduled duty hours, shall receive pay at the regular rate for not less than four (4) hours. This shall include appearances by the full-time Fire & Police Alarm Signal Operator during his/her vacation, scheduled days off, and any other time during his/her regularly scheduled shift.
- B. All records used to compute overtime shall be made available for all permanent full-time members of the bargaining unit to see upon request during regular business hours.

ARTICLE 14 – FUNERAL LEAVE

14.1 In the event of the death of a full-time Fire & Police Alarm Signal Operator's spouse, son, daughter, father, mother, foster parent, foster child, brother, sister, stepmother, stepfather, stepson or stepdaughter, mother-in-law or father-in-law, the contract provides for (5) days leave without loss of pay.

14.2 Three (3) days leave without loss of pay may be taken for the death of a grandparent, grandchildren, aunt, uncle, niece or nephew. One (1) day of leave without loss of pay may be taken for the death of a first cousin.

14.3 Leave greater than that set forth in this Article may be granted, but only upon the prior approval of the Chief of Police. In such cases, the additional leave time shall be charged to the employee's accrued sick leave. For the purposes of this article, a "day" is defined as 8 hours of pay at the employee's base wage rate.

ARTICLE 15 – NO STRIKE

- A. No bargaining unit member covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services from the Town, including so-called work to rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

- B. The Union agrees that neither the Union nor any of its Union officers, agents or members, nor any operator covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however, established, and withholding of overtime services, including upon termination of this Agreement.
- C. The Union agrees further that should any bargaining unit member or group of bargaining unit members covered by this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such operator or group of operators to terminate such job action.
- D. Violations of Article 15 or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement.
- E. The Town may, in addition to the remedies under Chapter 150E of the General Laws, file independently an action in the appropriate court to enforce this Article.”
- F. Any action by the Town to enforce the provisions of this Article shall not be subject to the Grievance and Arbitration Procedures set forth in this Agreement. Violations of the terms of this Article shall be cause for discharge, and/or discipline in the sole discretion of the Town.

ARTICLE 16 – SAVINGS AND STABILITY OF AGREEMENT

- A. No agreement, understanding, alteration or variation of this Agreement’s terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.
- B. The failure of the Town or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the

right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

- C. The Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 17 – EMPLOYEE PERSONNEL FILES

Bargaining unit employees shall have the right to review the contents of their personnel file during normal business hours within a reasonable time of the request. The only complete, official personnel file shall exist in the Town Administrator's office. A bargaining unit employee will be entitled to have a representative of the Union accompany him/her during such review. No material derogatory to a bargaining unit employee's conduct, service, character or personality will be maintained in his/her personnel file unless the bargaining unit employee has had an opportunity to review the material. The bargaining unit employee shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The bargaining unit employee will also have the right to submit a written answer to such derogatory material, and his/her answer shall be reviewed by the Chief and attached to the file copy. As long as the procedures above have been complied with, the Town shall determine, in its sole discretion, the contents of the personnel file.

ARTICLE 18 – FAMILY AND MEDICAL LEAVE

See Town's Family and Medical Leave Policy.

ARTICLE 19 – PROBATIONARY PERIOD

Any newly hired Fire & Police Alarm Signal Operator shall be deemed to be on probation for a period of twelve (12) months from the date of appointment.

A probationary employee may be suspended or discharged in the sole discretion of the Town, and the suspension or discharge or other discipline of such probationary

employee may not be made the subject matter of the grievance provisions of this Agreement, either by the employee affected or by the Union.

ARTICLE 20 – TRAINING

The Town may provide training, which may include in-service training, if deemed appropriate and necessary to the performance of dispatching duties as determined by the Chief.

ARTICLE 21 – DUES DEDUCTION

- A. The Town shall deduct regular Union dues in the amount authorized by the operator, from the operator's regular paycheck for each month. The amounts deducted shall be sent to the Union's office with a roster. The deduction of dues shall be in accordance with approved Town procedures.
- B. The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.
- C. Any authorization for deduction shall be on the following form:

PAYROLL DEDUCTION AUTHORIZATION – DUES CHECK-OFF

I authorize the Town of Ashburnham to deduct Union Dues, Fees and Assessments, in the amounts specified by the Union, from my regular paycheck and to remit that money to the Teamsters Union Local #170.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the Town Administrator, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.

Signature

Name:

Address:

ARTICLE 22 – PERSONAL DAYS

Permanent full-time employees shall be granted three (3) personal days off per fiscal year to attend to personal business. To take a personal day, the employee must request the day off from the Chief in writing, seventy-two (72) hours in advance. Personal days must be used during the fiscal year in which they are credited.

ARTICLE 23 – DURATION

This Agreement shall become effective on July 1, 2018 and shall expire on June 30, 2021

IN WITNESS THEREOF, the parties have executed this Agreement this ____ day of _____, 2018.

TOWN OF ASHBURNHAM

ASHBURNHAM FIRE & POLICE
ALARM SIGNAL OPERATORS
TEAMSTERS UNION LOCAL #170

John Mulhall, Chair

Elias M. Gillen, Business Agent

Kyle Johnson, Member

Susan Brennan, Union Steward

Rosemarie E. Meissner, Member

Date

Date